

LITTLEFIELD GRID

TERMS OF SERVICE (TOS)

By registering an account with Littlefield Grid, you agree to the following terms governing your use of services provided by Littlefield Systems / Littlefield Grid or its affiliated entities.

1. DEFINITIONS

“We” (Littlefield Systems) provide access to a virtual online world (**“Littlefield Grid”**) and use of associated servers, software, websites, and Content as defined in this agreement (hereinafter collectively referred to as the **“Service”**). **“Content”** means all information, data, text, graphics, images, textures, photos, logos, sounds, speech, music, video, audio, computer programs, applications, animations, gestures, text, objects, primitives, scripts, works of authorship and interactive features that are part of the Service. To **“Create”** means to upload, transmit, build, display, program, code, draw, provide or otherwise make Content available through the Service.

2. AGE REQUIREMENT

You represent that you are 18 years of age or older. No one younger than 18 is allowed access to Littlefield Grid. Furthermore, your avatar must at all times appear as an adult. Avatars resembling a human child or teen are not permitted to use the Service at any time. We reserve the right to determine whether an avatar appears as an adult or not. If, in our judgment, your avatar is at all questionable you will receive a notice to change your appearance and/or behavior. If you do not comply with our notice, your access to Littlefield Grid will be terminated immediately.

3. PRIVACY AND SECURITY (See Also Privacy Statement and GDPR Below)

We will maintain information regarding your service usage in confidence except for disclosures required by law (e.g., a lawful subpoena), disclosures you agree to, disclosures of general information on usage that does not refer to your identity, and disclosures for billing, collection or enforcement purposes. You are responsible for maintaining the confidentiality of any password and account credentials, and are fully responsible for all activities that occur under your password or account. You agree to immediately notify Littlefield Systems / Littlefield Grid of any unauthorized use of your password or account or any other breach of security, if this affects your use of the Service.

4. PRIVATE MESSAGES

It is a violation of Littlefield Grid's TOS to publicly distribute any conversation which occurs between 2 users within a private message using the chat system. If permission is granted by BOTH parties, the private message may be shared, however, both parties must agree to this disclosure. Private messages may be passed to the Administration team in case of a TOS violation without both parties permission.

5. CONTENT

Littlefield Systems is a service provider and is not responsible or liable for the Content, conduct, or services of users or third parties. Littlefield Systems assumes no responsibility for the timeliness, deletion, or failure to store any user communications, personalization settings, or content.

All Content is the sole responsibility of the person from which such Content originated. You are solely responsible for all Content that you create via the Service. You acknowledge that in using the Service, you may be exposed to Content created, used or displayed by other users that may, in your opinion, be objectionable. You acknowledge that Littlefield Systems is not responsible or liable for the Content, conduct or services of users or third parties or for any loss or damage it may cause. Littlefield Systems does not control or endorse the content of communications between users or users' interactions with each other or the Service. Littlefield Systems does not control and is not responsible or liable for the quality, safety, legality, truthfulness or accuracy of any such user conduct, User Content, or user services.

We have the right, but not the obligation, to remove any user-created content for any reason, without notice, including upon our belief that such user's conduct, Content, services, or use of the Service is potentially illegal, threatening, or otherwise harmful to any user or other person or in violation of our Terms of Service.

You may import content from other grids only if you created the content, or you have written authorization from the content creator to do so. You may not export any content from Littlefield Grid unless you created the content and all its components, or you have written authorization from the content creator to export the content. This includes saving to or uploading from disk, HG protocol, OAR, IAR, viewers that may circumvent the permissions structure of the imported content, or any other method of downloading, uploading, importing or exporting content. If you are found to be importing or exporting content without authorization, you will receive a warning notice. Failure to comply with the warning will lead to further action up to and including removal of access to Littlefield Grid.

All content created on Littlefield Grid becomes the intellectual property of Littlefield Systems / Littlefield Grid and may be used for advertising, or any other means that Littlefield Grid deems appropriate.

6. USER CONDUCT

You agree that you will not Create any Content, or engage in any activity, that:

- a. Is unlawful, harmful, harassing, defamatory, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable.
- b. May, in our judgment, exploit or endanger a minor.
- c. Depicts sexualized conduct with avatars that resemble children; this is not allowed anywhere in the Service (even if not banned by law in any jurisdiction) and will result in immediate termination of user's access to the Service.
- d. May compromise anyone's privacy by obtaining, using or revealing personal information.
- e. Reproduces someone else's personal communication without their express consent.
- f. Constitutes unauthorized advertising or "spam."

- g. Constitutes “stalking” behavior or harassment of another user.
- h. Disguises the origin of any Content.
- i. Violates any intellectual property rights.
- j. Disrupts the Service or interferes with the ability of other users to enjoy the Service.
- k. Creates Content that may be harmful, impede other users' functionality, invade other users' privacy, or surreptitiously or negatively impact any system or network.
- l. Impersonates or spoofs any Littlefield Systems users or representatives, or falsely states or otherwise misrepresents your affiliation with a person or entity.
- m. May cause or encourage harm or damage to the Service or any of its users or to Littlefield Systems or any of its owners or representatives.

7. INDEMNITY

You indemnify and hold Littlefield Systems / Littlefield Grid and its subsidiaries, affiliates, officers, agents and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content submitted or transmitted by Customer through the Service, your use of the Service, your connection to the Service, any violation of these Terms of Service, any violation of local, state, federal or international law, or any violation of any rights of another person or entity through use of the Service.

8. TERMINATION OF SERVICE

Littlefield Systems / Littlefield Grid may, without notice, terminate your access to the Service, for any reason, without notice. You agree that Littlefield Systems shall not be liable to you or any third-party for any termination of your access to the Service. Upon discontinuation of service, Littlefield Systems will not provide OAR/IAR to you, nor will we be responsible for removing your content from the Littlefield Grid asset system. Regions associated with your account will be removed from the system, but the assets will remain within the Service.

9. LIMITATION OF LIABILITY

Littlefield Systems, the Service, and the owners and representatives of the Service shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits or revenues, goodwill, use, data or other intangible losses (even if Littlefield Systems has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the Service; (ii) any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the Service; (iii) any other matter relating to the Service.

10. HYPERGRID USE

Littlefield Grid at it's discretion can disable ability to permit certain grids from visiting the Littlefield Grid system via Hypergrid. This is at the discretion of the grid admin team and can occur at any time. This is for the protection of the grid and it's content. There are several causes to block an incoming grid from Hypergrid travel

including users from visiting grid copybotting content, grieving, or if the particular grid falls in direct violation of Littlefield Grid's TOS.

11. MISCELLANEOUS

If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service shall remain in full force and effect. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Littlefield Systems / Littlefield Grid reserves the right in its sole discretion to amend, supplement or revise these Terms of Service at will and at their discretion.

12. ADDITIONAL TERMS AND POLICIES

The following additional terms and policies are incorporated by reference in and made part of this Agreement, and provide additional terms, conditions and guidelines regarding the Service.

13. GDPR COMPLIANCE

Littlefield Systems / Littlefield Grid is a US based entity and does not fall under the jurisdiction of the EU. Therefore we will not be held responsible for compliance with regard to any GDPR regulations. By agreeing to this TOS you agree that any protections afforded you by GDPR regulations in your country are null and void, that you have given up any rights under the GDPR statute, and you have no claim against Littlefield Systems / Littlefield Grid or any of their entities regarding GDPR protections.

PRIVACY STATEMENT

SECTION 1 - WHAT DO WE DO WITH YOUR INFORMATION ?

When you browse our website and or log into Littlefield Grid, we automatically receive your computer's internet protocol (IP) address and MAC address in order to provide us with information that is a requirement of OpenSimulator and viewer software in order to operate and access the grid. This is the only use of this information. When creating your local account for access to Littlefield Grid, we retain your e-mail address for use explained in section E-mail below.

E-mail: Your e-mail address is used ONLY for communication between grid administration and you the user for support requests and activation.

SECTION 2 - CONSENT

How do you get my consent?

When you visit our website, apply for an account and include your e-mail address and log into the grid, we imply that you consent to our collecting this information and we are using it only as noted above for purpose of support. Your information is never forwarded to a third party unless requested by law enforcement or other legal entities.

How do I withdraw my consent?

If after you have created an account and you change your mind, you may withdraw your consent for us to contact you, for the continued collection, use or disclosure of your information, at anytime, by contacting us at littlefieldgrid@gmail.com or visiting the website at <http://www.lfgrid.com> and selecting Help Desk and making the request to remove your information. When doing so your account will be deleted permanently including all data and will not be re-instated.

SECTION 3 - DISCLOSURE

We may disclose your personal information as required by law to do so or if you violate our Terms of Service.

SECTION 4 - LITTLEFIELD GRID WEBSITE

Our web system is self hosted . Our land rental system is provided by PayPal who has their own method of data collection not associated with Littlefield Grid. They provide us with the online payment system for region rental payments. Please visit www.paypal.com for information regarding their Privacy Statement and handling of your information.

Your data is stored on PayPal's system and has its own encryption system for data storage, etc.. and is not part of the Littlefield Grid system.

SECTION 5 - LINKS

Links:

When you click on links on our website, they may direct you away from our site. We are not responsible for the privacy practices of other sites and encourage you to read their privacy statements.

Cookies:

Littlefield Grid's website and web system uses cookies

SECTION 6 - SECURITY

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered or destroyed.

SECTION 7 - AGE OF CONSENT

By using this website and or visit the grid, you represent that you are at least 18 years of age.

SECTION 8 - CHANGES TO THIS PRIVACY POLICY

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting

on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

If our web system is acquired or merged with another company, your information may be transferred to the new owners so that we may continue to sell products and services to you.

QUESTIONS AND CONTACT INFORMATION

If you would like to: access, correct, amend or delete any personal information we have about you, register a complaint, or simply want more information contact our Privacy Compliance Officer at littlefieldgrid@gmail.com or help@lfgrid.com

Littlefield Systems, LLC / Littlefield Grid 2021

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